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FILED  
Clerk  
District Court

SEP 29 2006

IN THE UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

For The Northern Mariana Islands  
By  
(Deputy Clerk)

ABELLANOSA, JOANNA, et al.,

Plaintiffs,

v.

L&T INTERNATIONAL CORP.,

Defendant.

Civil Action No. 05-0010

**DECLARATION IN SUPPORT OF  
PLAINTIFFS' OPPOSITION TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT**

I, Marla Mateo, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. On or about February, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After I filled-up the application form, I was told to go home and wait for a call for further information. After several days, I was called for an interview.
3. After my interview with Cory Quing, I was told that L&T would call me later for development regarding my application for employment.

I.  
MEDICAL FEES  
(Physical Examination Fee  
and Health Certificate Fee)

4. Soon enough, I got a call from L&T asking me to report to HR office. When I arrived at HR I met with Baby Lopez, who identified herself as an HR staff person. Baby asked me to complete certain documents and sign it, which

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ORIGINAL

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1 I did. Baby Lopez then asked for my health certificate which she noted to be  
2 expiring. Baby told me that I would need to get a new medical examination  
3 and health certificate before my employment application/documentation could  
4 be completed and processed.

5 5. Baby told me to go to Marianas Medical Center to get the examination.  
6 Because Marianas Clinic was very far from L&T and I knew clinics that were  
7 close, I asked her why Marianas Medical Center. She said that is the one L&T  
8 uses and L&T applicants get a cheaper rate, only \$35.00. I knew that other  
9 clinics charge between \$45.00 to \$55.00 for medical examination. I asked her  
10 how the medical examination and health certificate are going to be paid for.  
11 Baby said you pay for it now and on your renewal L&T will pay. I understood  
12 this to mean that if I did my job and not violate any company rules, that I  
13 would be renewed for a second year and that during that second year L&T  
14 would pay/repay for the health examination and health certificate fees.

15 6. Baby instructed me that after the medical examination, I should go to  
16 Health Services at DOL and bring back my health certificate, and at that time  
17 they can complete the processing of my employment application papers.

18 7. I paid for the physical exam and CNMI health certificate and spent  
19 around one hour to complete my medical examination. I was not paid for my  
20 services and time spent getting the medical examination and health certificate.

21  
22 II.  
23 CONTRACT SIGNING

24 8. My first non-resident contract was in 1993. Basically, annually since  
25 then, each year, my employers used and had me sign a standard form labor

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1 contract provided by DOL. I became familiar with the basic terms of the DOL  
2 standard form contract. A copy of such standard form contract is attached as  
3 Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

4 9. In 2004, when L&T HR staff Baby Lopez handed me their contract form,  
5 with only the signature page showing , and insisting that I sign, I had no  
6 reason to believe it was not the standard DOL form contract. Prior to signing  
7 this L&T contract form and at the time it was presented to me in the HR for  
8 signing, I was not given an opportunity to read the contract before signing it.  
9 When it was presented to me in the HR office, Baby Lopez just pushed the  
10 document showing only the signature page, and pointed to where I was to sign  
11 it, and said sign, which I did without reading it. The HR staff was rushing me  
12 and other applicants by insisting that I and the other applicants I saw present,  
13 hurry up and quickly sign, without delaying the document processing. From  
14 the mood and way the HR staff was acting, I was made fearful that if I didn't  
15 just sign the signature page as instructed, I would lose the job opportunity  
16 especially since none of the other applicants I saw there held up the line by or  
17 took time to read the contract document. I observed the HR staff acting the  
18 same way with other workers who signed before and after my turn. Neither  
19 Baby Lopez, nor any one else, ever showed me my contract document until  
20 the time and date they asked me (us) to sign at HR. I was never given a copy  
21 of the L&T contract document I signed before my termination on or about May  
22 13, 2004. After my termination I was surprised when I later learned of some  
23 of the terms and conditions in L&T's self-styled contract. Had I known that  
24 the L&T's self-styled contract contained terms restricting me from being  
25 employed with other competing companies in Saipan and allowing L&T to

1 terminate me at any time as a reduction in force, I would not have agreed to  
2 it or signed it.

3  
4 III.  
5 PERFORMANCE EVALUATION

6 10. There was no individualized measurement or testing to determine my or  
7 each Packer's individual performance or production. The only production  
8 measurement or test was done by counting the output (production) from each  
9 of the different lines of Packers. There was really no way for me as an  
10 individual packer to control or show an increase in the number of products  
11 because I was just one individual on the line with many others. In the  
12 packing section our work was performed by groups of workers on so-called  
13 lines. The packages or items we were assigned to work on often varied from  
14 day to day. Our Head Supervisors in the packing section were Cao, Li Qun,  
15 Li, Zhi Min, and Wu, Duan Huai, who are Chinese. When I and other Filipino  
16 workers tried to ask them questions regarding our work they could not answer  
17 nor explain because they do not speak English fluently. (See Defendant's  
18 Response to Plaintiffs' First Set of Request for Interrogatories No. 49a).

19  
20 IV.  
21 TERMINATION

22 11. I was employed and worked for L&T International Corporation as a hand  
23 packer until May 13, 2004, when I and other workers in the hand packing  
24 section were summoned by the calling of our individual names over the public  
25 address system, to report to the Human Resources (HR) office. I believe and

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1 understand we were called in two batches, one about 3:00 p.m. and one about  
2 5:00 p.m. (See Deposition of Jack Torres, page 97, lines 14-17).

3 12. I did not know why we were being called to come to HR. I thought that  
4 we were being called regarding receipt of our anticipated ATM Cards that L&T  
5 had previously given us and had us fill out an application for, as they told me  
6 and other workers present, to make it easier and more convenient for (us)  
7 workers to access and get our anticipated bi-weekly wage payments without  
8 having to stand in line waiting for and trying to cash payroll checks. I was  
9 made more assured of my continued employment and anticipated pay check  
10 by L&T having asked me and other workers to set up these ATM accounts to  
11 facilitate our anticipated payroll check payments.

12 13. As we arrived at the designated meeting room, I observed other workers,  
13 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR  
14 staff, were present at the May 13, 2004 meeting.

15 14. I did not see or hear Corazon Quing read or reading from any document  
16 or the so-called "communication plan" as described and stated in Exhibit "A"  
17 attached to the Declaration of Corazon Quing.

18 15. More specifically, I (we) were not told as stated by Corazon Quing that we  
19 the workers, had the right to appeal our termination to the "Legal  
20 Department" of L&T or to any one else.

21 16. Neither Malou Ernest, Corazon Quing nor any one else at the May 13,  
22 2004 meeting, informed us, that the purpose of the so-called second check  
23 was "to cover for 10 days pay in lieu of notice," as stated in paragraph 7,  
24 Declaration of Corazon Quing. Additionally, L&T's own RIF policy required,  
25 as proposed RIF workers, that I (we) be given "written notice of separation at

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1 least 15 days prior to the effective date of separation, or severance pay in lieu  
2 of notice." (See Ex. "D" Deposition of Torres, and page 88 lines 6-8 and lines  
3 20-24).

4 17. It was my honest belief that I and my co-workers were terminated on May  
5 13, 2004 and that the termination was effective immediately on and from May  
6 13, 2004, because I (we) were told by HR staff at the May 13, 2004 meeting  
7 that today (May 13, 2004) was our last day of employment and they demanded  
8 that we give up and turn in our company ID cards which were required and  
9 needed for company employees to freely enter company premises; and more  
10 importantly, our I.D.s were swipe-cards for the time-clocks so we could not  
11 clock in or out without them, in addition to being required to "turn over any  
12 and all company properties in your possession... on or before May 13, 2004"  
13 as stated in the Notice of Termination. (See Ex. "D," Defendant's  
14 Memorandum).

15 18. As a result I believed and felt that I was terminated and forced to stop  
16 working on May 13, 2004, the same date that the Notice of Termination (dated  
17 May 12, 2004) was given to me. Hence, I was not given the required prior  
18 notice of termination and/or of the RIF.

19 19. I and the other plaintiffs worked a set work schedule and shift, and  
20 worked Monday through Saturday, seven (7) hours a day, six (6) days a week,  
21 for a total of forty-two (42) hours each work week, which included two (2) hour  
22 overtime each work week while employed at L&T.

23  
24 V.  
EMOTIONAL DISTRESS



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1 20. I became very emotionally upset and disturbed as a result of the  
2 termination of my employment at L&T. The way L&T broke the news of  
3 termination to us, not individually or privately, but *en masee* in front of all  
4 other employees, resulted in wailing, crying and shouting and pandemoneum  
5 among the workers present. I and other workers present were crying and  
6 hugging each other and trying to console one another. The termination, being  
7 announced and coming as it did without any prior notice, counseling or  
8 discussion about employment options with other companies or L&T caused  
9 me severe shock, as a result I began to experience pains in my chest that has  
10 continued until now. As a result of these chest pains I have difficulty  
11 breathing freely and experience shortage of breathe.

12 21. In addition to chest pains and breathing problems, I worried and could  
13 not stop thinking of the loss of work and livelihood. I could not sleep during  
14 the first few weeks after the firing. Even now I can not sleep soundly and  
15 wake up in the middle of the night worrying and thinking about how I am  
16 going to support, feed and provide for my kids.

17 22. For several months after L&T terminated my employment, I was too  
18 embarrassed and ashamed to go to gatherings of friends and acquaintances  
19 because of fear of being asked about my sudden firing and termination by  
20 L&T. I felt like a social outcast. All these left me physically and emotionally  
21 drained from the severe emotional distress caused thereby.

22 23. I noticed and felt that I am not the same person before and after the loss  
23 of my job at L&T.  
24  
25

1 I declare under penalty of perjury that the foregoing is true and correct  
2 and that this declaration was executed this 29<sup>th</sup> day of September, 2006.  
3  
4

5 /S/   
6 Mateo Marla  
7 Declarant  
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